they may entirely bar recovery. *Farnsworth* v. *Garrard*, 1 Campb. 38. But lack of benefit to the defendant is not a defense, unless due to fault of the plaintiff. See *Edington* v. *Pickle*, 1 Sneed (Tenn.) 122, 127. Thus it appears that other important considerations would often be omitted, if the amount of the defendant's enrichment were used as the sole measure of damages. But see *Farnsworth* v. *Garrard*, *supra*. Where the plaintiff is not at fault, the great weight of American authority looks rather to the services rendered and the materials furnished, than to the benefit received by the defendant. Such is the rule if the defendant prevents performance of the contract. *Mooney* v. *York Iron Co.*, 82 Mich. 263. The same rule applies if work is done on express request. *Stowe* v. *Buttrick*, 125 Mass. 449. But see *Van Deusen* v. *Blum*, 35 Mass. 229. If the contract fails owing to mutual mistake, or lack of mutual assent, the request is implied. *Buck* v. *Pond*, 126 Wis. 382. In the principal case, the fact that the defendant was enriched less than he might have been was due to his own fault, and should not affect the plaintiff's recovery.

RESTRICTIONS AND RESTRICTIVE AGREEMENTS AS TO USE OF PROPERTY — COVENANTOR'S LIABILITY UPON RE-ENTRY AFTER BREACH OF COVENANT BY LESSEE. — The defendant on buying an estate covenanted with the vendor, for himself and his assigns, to erect no other than private residences. He then granted a lease, taking covenants similar to his own. The lessees erected a building in violation of the covenant. They then became bankrupt, and upon their trustee's disclaimer of the lease the defendant re-entered. The rest of the vendor's estate with the benefit of the covenants was thereafter sold to the plaintiff. *Held*, that the plaintiff is not entitled to a mandatory decree to compel the removal of the building. *Powell* v. *Hemsley*, [1909] 2 Ch. 252.

The principal case seems to misunderstand the true grounds for equitable relief by way of mandatory decree. Such relief is granted on the theory that only by specific reparation can equity be done, when there has been a breach of such a covenant as would ordinarily allow specific performance. *Tucker* v. *Howard*, 128 Mass. 361. Specific reparation seems to connote a wrong already done, and the decree orders that the wrong be undone. *Atty.-General* v. *Algonquin Club*, 153 Mass. 447. And whether the plaintiff has suffered damage is immaterial. *Lord Manners* v. *Johnson*, 1 Ch. D. 673. See *Lloyd* v. *London, etc., Ry. Co.*, 2 DeG., J. & Sm. 568. The relief is granted on the ground that the defendant has broken his covenant, and must not be allowed unjustly to be enriched thereby. In equity the burden of such restrictive covenants binds all purchasers with notice. *Tulk* v. *Moxhay*, 2 Phillips 774. In the principal case, the defendant had notice of the restrictions and of his lessee's breach. Consequently when he acquired the latter's interest, he got no right to retain the benefit of the building wrongly erected. See *Bird* v. *Hall*, 30 Mich. 374; *Gaskin* v. *Balls*, 13 Ch. D. 324. The discussion by the court as to whether or not there was a continuing breach seems irrelevant, and it is submitted that the refusal of relief merely because the breach was completed before the purchase by the defendant was erroneous.

SALES — BREACH OF WARRANTY — BUYER'S REMEDIES MUTUALLY EXCLUSIVE. — The plaintiff sued for the purchase price of a harvesting machine. The defendant filed a counterclaim to recover, as having rescinded the contract, freight charges paid as part of the purchase price, and also consequential damages resulting from breach of warranty. The court instructed that in case of a preponderance of evidence in his favor, the defendant might recover both items so claimed. *Held*, that such an instruction is error. *Houser & Haines Mfg. Co.* v. *McKay*, 101 Pac. 894 (Wash.). See NOTES, p. 141.

SALES — CONDITIONAL SALES — RISK OF LOSS. — The plaintiff sold to the defendant a cash register, retaining title thereto as security for the payment of